

1 BILL NO. S-83-04-25

2 SPECIAL ORDINANCE NO. S-83-83

3 AN ORDINANCE approving a Contract  
4 by the City of Fort Wayne by and  
5 through its Board of Public Works  
6 and Hipkind Concrete Corp., for  
Improvement Resolution #5965-82  
for curbs, sidewalks, wingwalks,  
& drive approaches.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

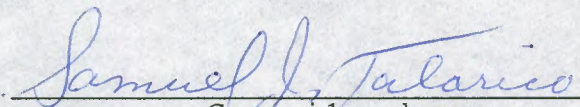
9 SECTION 1. That a certain Contract dated April 13,  
10 1983, between the City of Fort Wayne, Indiana, by and through its  
11 Mayor and the Board of Public Works, and Hipkind Concrete Corp.,  
12 for:

13 Improvement Resolution #5965-82 for curbs,  
14 sidewalks, wingwalks & drive approaches  
15 as follows: MELITA ST. - from Hoagland  
16 to 200 ft. East; BASS ST. - from Fairfield  
17 to Hoagland; HOAGLAND - from Melita to  
Masterson; PRINCE ST. - from Bass to its  
southern terminus (this area shall also be  
known as HOAGLAND/MASTERSON, PHASE I);

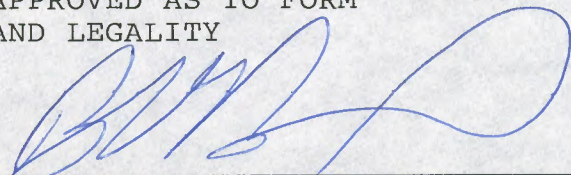
18 involving a total cost of Seventy Thousand Two Hundred Fifteen  
19 and No/100 Dollars (\$70,215.00).

20 SECTION 2. A copy of said Contract is on file in the  
21 Office of the Board of Public Works, and is available for public  
22 inspection.

23 SECTION 3. That this Ordinance shall be in full force  
24 and effect from and after its passage, and any and all necessary  
25 approval by the Mayor.

26  
27   
28 Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 4-26-83 Nadaya Eschuff  
CITY CLERK

Read the third time in full and on motion on by Talarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>+ 9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-10-83 Nadaya Eschuff  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne Indiana, as (ZONING MAP) \_\_\_\_\_ (GENERAL) \_\_\_\_\_ (ANNEXATION) \_\_\_\_\_ (SPECIAL) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ ORDINANCE \_\_\_\_\_ (RESOLUTION) \_\_\_\_\_ NO. 1-83-83 on the 10th day of May, 1983.

ATTEST: (SEAL) Ray - A. Ebert  
Nadaya Eschuff CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of May, 1983 at the hour of 11:30 o'clock PM M., E.S. T

Nadaya Eschuff  
CITY CLERK

Approved and signed by me this 12th day of May 1983, at the hour of 1 o'clock P M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



CONTRACT

This Agreement, made and entered into this 13 day of April, 1983

by and between ----- HIPSKIND CONCRETE CORP. -----

----- 5502 Mason Drive, Fort Wayne, Indiana -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

curbs, sidewalks, wingwalks, & drive approaches as follows: MELITA ST. - From Hoagland to 200 Ft. East; BASS ST. - From Fairfield to Hoagland; HOAGLAND - From Melita to Masterson; PRINCE ST. - From Bass to its southern terminus.  
ALTERNATE: MASTERSON - From Fairfield to Hoagland.

by grading and paving the roadway to a width of XX feet with XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5965-82 attached hereto and by reference made a part hereof.

At the following prices:

Concrete Removal	Two dollars and no cents per square yard	2.00
Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete Sidewalk	One dollar and forty cents per square foot	1.40
Concrete Wingwalks Incl. Ramps	One dollar and ninety cents per square foot	1.90
6" Concrete for Drives	Sixteen dollars and no cents per square yard	16.00
8" Concrete for Drives	Eighteen dollars and no cents per square yard	18.00
Concrete Curb Type III	Six dollars and no cents per lineal foot	6.00
8" x 12" Concrete Retaining Wall	Five dollars and no cents per lineal foot	5.00
2 Ft. Concrete Curbwalk	Two dollars and eighty cents per square foot	2.80
Asphalt Patching	No dollars and thirty cents per lineal foot	0.30
Seed, Mulch, Fertilizer	No dollars and fifty cents per square yard	0.50
Topsoil (Backfill)	Four dollars and no cents per ton	4.00



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5965-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 13

day of April, 1983

ATTEST:

Janice M. Hipkind  
Corporate Secretary

HIPSKIND CONCRETE CORPORATION

BY: Robert D. Hipkind

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
[Signature]

ATTEST:

Sandra E. Kennedy  
Secretary and Clerk

Its Board of Public Works and Mayor.

[Signature]  
ASSOCIATE ATTORNEY



Contract for Improvement Resolution No. 5965-82 (Continued)

Tree Removal	One hundred dollars and no cents per each	100.00
Casting Type "C" (Furnished & Installed)	Two hundred dollars and no cents per each	200.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
SUB TOTAL	Fifty-three thousand, five hundred and seventy-five dollars and no cents	\$53,575.00

ALTERNATE I (Masterson)

Concrete Removal	Two dollars and twenty cents per square yard	2.20
Curb Removal	One dollar and ten cents per lineal foot	1.10
Concrete Sidewalk	One dollar and fifty-five cents per square foot	1.55
Concrete Wingwalk Incl. Ramps	Two dollars and ten cents per square foot	2.10
Concrete Curb Type III	Seven dollars and no cents per lineal foot	7.00
Asphalt Patching	One dollar and no cents per lineal foot	1.00
Seed, Mulch, Fertilizer	One dollar and no cents per square yard	1.00
Topsoil (Backfill)	Six dollars and no cents per ton	6.00
Tree Removal	Two hundred dollars and no cents per each	200.00
SUB TOTAL	Sixteen thousand, six hundred and forty dollars and no cents	\$16,640.00
TOTAL	Seventy thousand, two hundred and fifteen dollars and no cents	\$70,215.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION  
as Principal, and the \_\_\_\_\_

\_\_\_\_\_, a corporation organized under the laws of the  
State of \_\_\_\_\_, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of SEVENTY THOUSAND, TWO  
HUNDRED AND FIFTEEN DOLLARS AND NO CENTS -----  
(\$70,215.00-----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 13 day of April, 1983,  
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5965-82

To improve curbs, sidewalks, wingwalks, & drive approaches as follows:

MELITA ST. - From Hoagland to 200 Ft. East  
BASS ST. - From Fairfield to Hoagland  
HOAGLAND - From Melita to Masterson  
PRINCE ST. - From Bass to its southern terminus.  
ALTERNATE: MASTERSON - From Fairfield to Hoagland.

at a cost of \$ 70,215.00-----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION  
(Contractor)

BY: *David D. Hissling*

ITS: president

ATTEST:

*Marcia Qumroadie*

*Secretary*  
(Title)

TRINITY UNIVERSAL  
Surety

\*BY: *Terrence J. Ward*  
Authorized Agent  
(Attorney-in-Fact)

Terrence J. Ward

\*If signed by an agent, power of attorney must be attached



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORPORATION -----  
(Name of Contractor)

----- 5502 Mason Drive, Fort Wayne, Indiana -----  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and TRINITY UNIVERSAL  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVENTY THOUSAND, TWO HUNDRED AND FIFTEEN DOLLARS AND NO CENTS -----

for the payment whereof, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 13 day of April, 19 83, for the construction of:

Improvement Resolution No. 5965-82

To improve curbs, sidewalks, wingwalks & drive approaches as follows:

MELITA ST. - From Hoagland to 200 Ft. East  
BASS ST. - From Fairfield to Hoagland  
HOAGLAND - From Melita to Masterson  
PRINCE ST. - From Bass to its southern terminus  
ALTERNATE: MASTERSON - From Fairfield to Hoagland.

at a cost of SEVENTY THOUSAND, TWO HUNDRED AND FIFTEEN DOLLARS AND NO CENTS -----

(\$70,215.00-----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this 13 day of  
April, 1983.

(SEAL)

ATTEST:

Janice M. Hipkind  
(Principal) Secretary

Neal Ryan  
Witness as to Principal

(Address)

Marcia S. Duniwadia  
Witness as to Surety

Fritson - Wood Inc  
(Address)

1928 Inwood Drive

Fort Wayne, IN

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

HIPSKIND CONCRETE CORPORATION  
Principal  
BY Patricia D. Hipkind  
President  
(Title)

(Address)

TRINITY UNIVERSAL  
Surety  
BY Terrence J. Ward  
Attorney-in-Fact (Authorized Agent) Terrence J. Ward

P. O. Box 10510  
Fort Wayne, IN 46852  
(Address)



BILL NO. S-83-04-25

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving a Contract by the City of Fort Wayne by and through its  
Board of Public Works and Hipskind Concrete Corp., for Improvement Resolution  
#5965-82 for curbs, sidewalks, wingwalks, & drive approaches

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN

Victure L. Scruggs

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

ROY J. SCHOMBURG

Roy J. Schomburg

*Concurred in 5-10-83  
C. E. R. E. R.*



DIGEST SHEET

S 83-04-25

TITLE OF ORDINANCE Contract for Improvement Res. #5965-82 with Hipkind Concrete Corp.DEPARTMENT REQUESTING ORDINANCE Board of Public WorksSYNOPSIS OF ORDINANCE This is an ordinance for Improvement Resolution #5965-82for curbs, sidewalks, wingwalks & drive approaches as follows: MELITA ST. - fromHoagland to 200 ft. East; BASS ST. - From Fairfield to Hoagland; HOAGLAND - fromMelita to Masterson; PRINCE ST. - From Bass to its southern terminus. Thisarea shall also be known as HOAGLAND/MASTERSON, PHASE I. Contractor is HipkindConcrete Corporation.EFFECT OF PASSAGE Improvement in Hoagland/Masterson, Phase I, area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$70,215.00

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_